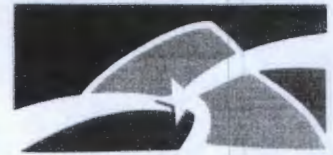


Special Exception Application

ZA150615



ROANOKE

Planning Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Phone: (540) 853-1730 Fax: (540) 853-1230

Application Checklist: ☒ Application Form
☒ Written Narrative
☒ Development Plan
☒ Elevation *Brochure*
☒ Filing Fee

Date: 12/4/15

Property Information:

Street Address: 23 24th Street NW Roanoke VA 24017

Official Tax No(s): 2311102

Size of Property (acres or square feet): 0.4788 Acres

Base Zoning District: RMFC conditions Overlay Zoning District: N/A

Request for a special exception as set forth in Section 36.2- 311, Zoning, Code of the City of Roanoke (1979), as amended.

Briefly describe the special
exception request:

Establish a Group Care facility
Congregate Home at this location

Applicant Information:

Name: Evergreen Assisted Living Community LLC Phone Number: 540-355-9787

Address: 1437 Peters Creek Road, Roanoke
VA, 24017 E-Mail: PatoDupelu@yahoo.com

Pato Dupelu
Applicant's Signature:

Owner Information:

Name: Total Action Against Poverty in Roanoke Phone Number: 540-283-4818

Address: P.O. Box 2868, Roanoke, VA 24001 E-Mail: annette.lewis@tapi.intel
.org

Annette Lewis
Owner's Signature:

Application accepted as submitted in accordance with the provisions of Chapter 36.2, Zoning, Code of the City of Roanoke (1979), as amended.

Secretary to the Board's Signature

Intake Date

Public Hearing Date



**VIRGINIA ASSOCIATION OF REALTORS®
ADDENDUM TO CONTRACT OF PURCHASE**

ADDENDUM # 1 of 1

WALDVOGEL COMMERCIAL PROPERTIES



This ADDENDUM, TO CONTRACT OF PURCHASE, which is attached to and made a part of contract of purchase (the "Contract") dated August 14, 2015,
between Total Action Against Poverty, In Roanoke Valley (the "Seller")
and Evergreen Assisted Living LLC (the "Purchaser")
for the sale of that certain real property and all improvements thereon located in the County or City of Roanoke,
Virginia, and described in the Contract as 23 24th Street NW provides
as follows:

Seller and Purchaser agree that the Feasibility Period shall be extended to December 10, 2015 and that Settlement shall be extended to December 22, 2015.

WITNESS the following duly authorized signatures and seals:

9/8/15, [Signature] (SEAL)
Date Seller
Total Action Against Poverty
Date / (SEAL)
Seller
In Roanoke Valley

9/8/15, [Signature] (SEAL)
Date Purchaser
Evergreen Assisted Living LLC
Date / (SEAL)
Purchaser

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VAR FORM 600C REV. 07/02

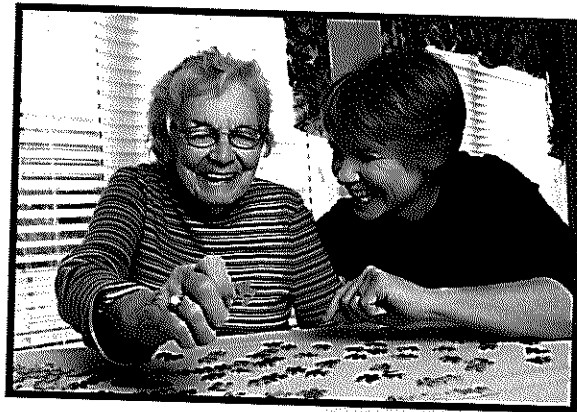
WALDVOGEL COMMERCIAL PROPERTIES, 400 Professional Arts Bldg Roanoke, VA 24011
Phone: (540)342-0881 Fax: (540)342-8090 Krista Vannoy

23 24th Street NW

Creating peace of mind.

We meet the changing needs of our residents by offering a working care plan that addresses the degree of need of our residents. Our trained staff documents services provided, and notes trends that may demonstrate a higher level of need. In order to meet our residents' needs, we are in frequent contact with families as well as physicians, counselors or therapists to discuss any challenges we may encounter. Residents would be accompanied to all their appointments by staff. Smoking cessation classes will be held for our residents to help smokers to quit smoking.

Weekly Non-denominational services will be held for our residents where they would be given the opportunity to connect with their spiritual side. Medications would be packaged by pharmacists and administered as ordered by physician.



If you are in need of assisted living, please call us at **540-526-8022**, or better still come for a tour and meet our friendly staff. We look forward to receiving you at our community today.



ASSISTED LIVING COMMUNITY

1437 Peter's Creek Road, Roanoke, VA, 24017

Phone: 540-526-8022

Compassionate hearts & caring hands.



ASSISTED LIVING COMMUNITY

PHONE: 540-526-8022

1437 Peter's Creek Road, Roanoke, VA, 24017

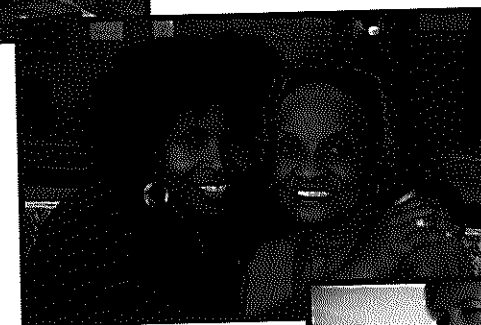
Welcome Home.



Our community is 3.5 miles from the Veterans Administration Hospital in Salem, 6.8 miles from Roanoke Memorial Hospital and 4.3 miles from Lewis Gale Hospital. The community is 3.2 miles from the Valley View Mall and residents would be taken to shop and dine in the best restaurants in the city at their leisure.



Our staff seeks to foster independence rather than dependence, and to be sensitive to the individuality, privacy and freedom of choice to which our residents are entitled. In short, care is something we do, not simply a service we provide.



*E*vergreen Assisted Living Community is a five bed facility licensed by the Virginia Department of Social Services. Evergreen Assisted Living Community is located in a nicely landscaped site in Roanoke city. We have one private room with a queen bed with plenty of room for a single resident or a couple. In our shared rooms, residents have the choice of a regular bed or hospital bed with bed control. We are a community where care is provided round the clock in a homelike environment with privacy, safety and independence as top priorities.



We have a large day room where residents can enjoy activities and watch movies of their choice. Our community is housed in an attractive two story brick building, a large patio area and plenty of space for outdoor activities for residents to enjoy.

The administrator is a Registered Nurse with years of experience as a caregiver in the Veteran's Affairs health system. The director is a veteran with experience in emergency care services. Evergreen Assisted Living Community will provide residents with the best services in the industry amongst which are 24 hr. a day access to a Registered Nurse, delicious meals with special diets under the supervision of a physician and licensed dietician, weekly housekeeping, and a full social events calendar.

And, discreet and dignified personal assistance, if needed, is accessible and provided by our caring staff.



ASSISTED LIVING COMMUNITY

WELCOME HOME TO EVERGREEN ASSISTED LIVING COMMUNITY



Group Care Facility: Congregate Home (Proposed Use for 23 24th Street, Roanoke, VA, 24017.

My name is Patience Odupelu and I represent Evergreen Assisted Living Community LLC. I am seeking a special exception per Section 36.2-560(c) of the Zoning Ordinance as they pertain to Official Tax No. 2311102. , 23 24th Street, Roanoke, VA, 24017 to change the use of the Property to a Group Care Facility (congregate Home).

a) Our proposed use of the property at 23 24th street Roanoke, VA, 24017 is to establish a Group Care Facility (Congregate Home) called Evergreen Assisted Living Home where we will provide 24 hour care for the elderly or anyone younger such as veterans who cannot safely care for themselves at home due to mental illness or physical disability. The proposed use to establish a group care facility, congregate home is similar to the previous use of the property as a group care facility-transitional living facility.

The proposed development that we plan to do are ; installation of an elevator to assist our residents to transfer between floors

on the property, installation of a central air conditioning system, placement of a signboard in front of the building , trimming of trees around the property and repair and maintenance of the fence around the building.

b) The proposed amendment will generate minimal traffic to the area because our residents would use arranged transportation by the Facility and not their personal means of transportation. Our Facility would create jobs for persons seeking entry level position in the Long-Term Care Industry through employment opportunities at the facility and our training for other caregiving careers. As the Administrator of the Proposed Group Care Facility I want to provide an opportunity for anyone who wants to work with the elderly to train under me to prepare them for jobs in the long term care industry. We have this incorporated into our current business model as part of our job creation strategy for our community.

c) There are other similarly zoned properties in the general area examples are;

1)Hermitage in Roanoke

1009 Old Country Club Road, N.W.
ROANOKE, VA 24017

2)Virginia Veterans Care Center

4550 Shenandoah Ave.
ROANOKE, VA 24017

d) The proposed use of the property would promote the occupancy rate of buildings in the Loudon-Melrose neighborhood and reduce code violation which is a problem in this part of the city. According to the City of Roanoke's Loudon-Melrose Neighborhood Plan Update, some of the major issues identified include attracting more homeowners, improving the area's appearance, infrastructure improvements, and zoning changes that would encourage the development of vacant lots. Evergreen Assisted Living Community's ownership of the property at 23 24th would contribute to improving the area's appearance and bring development to the Loudon-Melrose neighborhood through occupancy, proper maintenance of this building and increased economic activities.

The neighborhood has several businesses, churches, daycare centers, banks, grocery stores and establishing a Group Care Facility will add to the development and increase in economic activities in this part of the city .The property has been used as a dormitory for railway workers in the past and was used by Total Action Against Poverty use as a Group Care Facility (Transitional Shelter) which is not too different from what we plan to do with the property. As part of the Vision of the City Council' 2001-2020 comprehensive plan for the Loudon-Melrose/Shenandoah West Neighborhood Plan to Promote development on vacant parcels and the adaptive reuse of vacant buildings, the proposed use of the property at 23 24th street will contribute to fulfilling the goals set in this plan.

Evergreen Assisted Living Home's services includes assistance with Activities of Daily Living such as Meal Preparation, Assistance with medication management, Transportation to Doctor's appointments, Laundry, personal care, housekeeping. We also prepare and serve meals and snacks to our residents and we do activities with them such as Bingo, checkers, cards or whatever activities they prefer. We plan to reduce the

occupancy from 100 people to 38 residents plus staff as allowed by the existing Special Exception and Certificate of Occupancy.

Some of the people that we care for have some form of physical disabilities, mental illness and many of them just need help with managing multiple medications. We currently have a licensed Facility at 1437 Peters Creek Road, Roanoke, VA, 24017 for five residents. Out of the five residents that we currently serve, four of them are veterans and we help them manage post war issues or conditions resulting from their service in the military. I used to be a Veteran's nurse at the Salem Veteran Medical Center.

The component of medical care in the services that we provide are management of medications and helping the residents to have regular visits with their doctors. We also have a dietician that works with us on a contract basis to monitor diets and provide teaching on compliance with prescribed diets for our residents. We do have home health visits by nurses, doctors and therapists.

Our current staff is made of a Registered Nurse, Certified Medication Aide and a contract dietician and we plan to hire more staff once we expand.

We do work with social workers and all our current residents have social workers assigned to them and we plan to do that at the new place on 24th street.

Our Current facility is licensed by the Department of social services and we would request a license from them for the property at 23 24th street once we obtain a certificate of occupancy from the city of Roanoke after the rezoning. We do have annual inspection by the Department of Social Services, City of Roanoke Health Department and the City of Roanoke Fire Department and we would continue to do that at the new property on 23 24th Street.

Our staff do not reside on the property but only work with the residents on a 24 hour rotating shift to provide care for our residents.

Our Mission is to provide long-term care for people needing Residential and Assisted Living services.

As the Administrator I have Training licenses and provide Training for other caregiving careers. I want to provide an opportunity for anyone who wants to work with the elderly to train under me to prepare them for jobs in the long term care industry. We have this incorporated into our current business model as part of our job creation strategy for our community.

PROFFER CONDITION ADDED

The following proffered condition has been adopted per Ordinance No. 40396-111615 as set forth in the Zoning Amendment Amended Application No. 1 dated October 22, 2015 as it pertains to Official Tax No. 2311102.

1.The maximum occupancy of a group care facility under the Zoning Ordinance shall be no more than 55 people, including all full-time and part-time employees of the owner of the subject property, or the owner's tenant or management company, who are present at the facility during the course of any work shift, unless the amount of permissible occupancy is further restricted by the Uniform Statewide Building Code, or any of its component codes adopted by the City of

Roanoke, in effect per the Council of the City of Roanoke
Ordinance No. 40396-111615 adopted on November 16,
2015.

Zoning Amendment Application

Department of Planning, Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Phone: (540) 853-1730 Fax: (540) 853-1230

RECEIVED

OCT 22 2015

ROANOKE

[Click Here to Print](#)

Date: 8/4/2015 10/22/15

Submittal Number:

Amended Application No. 1

Request (select all that apply):

- ☐ Rezoning, Not Otherwise Listed
☐ Rezoning, Conditional
☐ Rezoning to Planned Unit Development
☐ Establishment of Comprehensive Sign Overlay District

- ☒ Amendment of Proffered Conditions
☐ Amendment of Planned Unit Development Plan
☐ Amendment of Comprehensive Sign Overlay District

Property Information:

Address: 23 24th Street, Roanoke VA

Official Tax No(s): 2311102

Existing Base Zoning:
(If multiple zones, please manually enter all districts.)

RMF, Residential Multifamily

- ☒ With Conditions
☐ Without Conditions

Ordinance No(s), for Existing Conditions (If applicable): 28817

Requested Zoning:

RMF, Multifamily

- ☒ With Conditions
☐ Without Conditions

Proposed
Land Use:

Group Care Facility
Congregate Home

Property Owner Information:

Name: Total Action Against Poverty in Roanoke

Phone Number: +1 (540) 981-0208

Address: P.O. Box 2868, Roanoke VA 24017

E-Mail: 340-283-4800
annette.lewis@
tapintohope.org

Property Owner's Signature:

Applicant Information (If different from owner):

Name: Evergreen Assisted Living Community LLC

Phone Number: 540-355-9787

Address: 1437 Peters Creek Road, Roanoke VA
24017

E-Mail: Patodupelu@yahoo.com

Applicant's Signature:

Authorized Agent Information (If applicable):

Name: Phone Number:

Address: E-Mail:

Authorized Agent's Signature:

Zoning Amendment Application Checklist



The following must be submitted for all applications:

- ☒ Completed application form and checklist.
- ☒ Written narrative explaining the reason for the request.
- ☐ Metes and bounds description, if applicable.
- ☒ Filing fee.

For a rezoning not otherwise listed, the following must also be submitted:

- ☐ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures.

For a conditional rezoning, the following must also be submitted:

- ☐ Written proffers. See the City's Guide to Proffered Conditions.
- ☐ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures. Please label as 'development plan' if proffered.

For a planned unit development, the following must also be submitted:

- ☐ Development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.

For a comprehensive sign overlay district, the following must be submitted:

- ☐ Comprehensive signage plan meeting the requirements of Section 36.2-336(d)(2) of the City's Zoning Ordinance.

For an amendment of proffered conditions, the following must also be submitted:

- ☒ Amended development or concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures, if applicable.
- ☒ Written proffers to be amended. See the City's Guide to Proffered Conditions.
- ☒ Copy of previously adopted Ordinance.

For a planned unit development amendment, the following must also be submitted:

- ☐ Amended development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a comprehensive sign overlay amendment, the following must also be submitted:

- ☐ Amended comprehensive signage plan meeting the requirements of Section 36.2-336(d) of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a proposal that requires a traffic impact study be submitted to the City, the following must also be submitted:

- ☐ A Traffic Impact Study in compliance with Appendix B-2(e) of the City's Zoning Ordinance.

For a proposal that requires a traffic impact analysis be submitted to VDOT, the following must also be submitted:

- ☐ Cover sheet.
- ☐ Traffic impact analysis.
- ☐ Concept plan.
- ☐ Proffered conditions, if applicable.
- ☐ Required fee.

*An electronic copy of this application and checklist can be found at www.roanokeva.gov/pbd by selecting 'Planning Commission' under 'Boards and Commissions'. A complete packet must be submitted each time an application is amended, unless otherwise specified by staff.

Group Care Facility: Congregate Home (Proposed Use for 23 24th Street, Roanoke, VA, 24017.

My name is Patience Odupelu and I represent Evergreen Assisted Living Community LLC. I am seeking the repeal of the existing Proffered Conditions enacted by Ordinance Number 28817 as they pertain to Official Tax No. 2311102. , 23 24th Street, Roanoke, VA, 24017 and the addition of the following Proffered Condition: "The maximum occupancy of a group care facility under the Zoning Ordinance shall be no more than 55 people, including all full-time and part-time employees of the owner of the subject property, or the owner's tenant or management company, who are present at the facility during the course of any work shift, unless the amount of permissible occupancy is further restricted by the Uniform Statewide Building Code, or any of its component codes adopted by the City of Roanoke, in effect at the time this proffer is accepted by City Council'"

a) Our proposed use of the property at 23 24th street Roanoke, VA, 24017 is to establish a Group Care Facility (Congregate Home) called Evergreen Assisted Living Home where we will provide 24 hour care for the elderly or anyone younger such as veterans who cannot safely care for themselves at home due to mental illness or physical disability.

The proposed development that we plan to do are ; installation of an elevator to assist our residents to transfer between floors on the property, installation of a central air conditioning system, placement of a signboard in front of the building , trimming of trees around the property and repair and maintenance of the fence around the building.

b) The Justification for the change is to remove the proffered conditions currently placed on the property by Total Action Against Poverty so that we can use it as a Group Care Facility (Congregate Home) , NOT OTHERWISE LISTED.

c) The proposed amendment will generate minimal traffic to the area because our residents would use arranged transportation by the Facility and not their personal means of

transportation. Our Facility would create jobs for persons seeking entry level position in the Long-Term Care Industry through employment opportunities at the facility and our training for other caregiving careers. As the Administrator of the Proposed Group Care Facility I want to provide an opportunity for anyone who wants to work with the elderly to train under me to prepare them for jobs in the long term care industry. We have this incorporated into our current business model as part of our job creation strategy for our community.

d) There are other similarly zoned properties in the general area examples are;

1)Hermitage in Roanoke

1009 Old Country Club Road, N.W.
ROANOKE, VA 24017

2)Virginia Veterans Care Center

4550 Shenandoah Ave.

ROANOKE, VA 24017

d) The proposed use of the property would promote the occupancy rate of buildings in the Loudon-Melrose neighborhood and reduce code violation which is a problem in this part of the city. According to the City of Roanoke's

Loudon-Melrose Neighborhood Plan Update, some of the major issues identified include attracting more homeowners, improving the area's appearance, infrastructure improvements, and zoning changes that would encourage the development of vacant lots. Evergreen Assisted Living Community's ownership of the property at 23 24th would contribute to improving the area's appearance and bring development to the Loudon-Melrose neighborhood through occupancy, proper maintenance of this building and increased economic activities.

The neighborhood has several businesses, churches, daycare centers, banks, grocery stores and establishing a Group Care Facility will add to the development and increase in economic activities in this part of the city. The property has been used as a dormitory for railway workers in the past and was used by Total Action Against Poverty use as a Group Care Facility (Transitional Shelter) which is not too different from what we plan to do with the property. As part of the Vision of the City Council' 2001-2020 comprehensive plan for the Loudon-Melrose/Shenandoah West Neighborhood Plan to Promote

development on vacant parcels and the adaptive reuse of vacant buildings, the proposed use of the property at 23 24th street will contribute to fulfilling the goals set in this plan.

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Some of the people that we care for have some form of physical disabilities, mental illness and many of them just need help with managing multiple medications. We currently have a licensed Facility at 1437 Peters Creek Road, Roanoke, VA, 24017 for five residents. Out of the five residents that we currently serve, four of them are veterans and we help them manage post war issues or conditions resulting from their service in the military. I

used to be a Veteran's nurse at the Salem Veteran Medical Center.

The component of medical care in the services that we provide are management of medications and helping the residents to have regular visits with their doctors. We also have a dietician that works with us on a contract basis to monitor diets and provide teaching on compliance with prescribed diets for our residents. We do have home health visits by nurses, doctors and therapists.

Our current staff is made of a Registered Nurse, Certified Medication Aide and a contract dietician and we plan to hire more staff once we expand.

We do work with social workers and all our current residents have social workers assigned to them and we plan to do that at the new place on 24th street.

Our Current facility is licensed by the Department of social services and we would request a license from them for the property at 23 24th street once we obtain a certificate of occupancy from the city of Roanoke after the rezoning. We do have annual inspection by the Department of Social Services,

City of Roanoke Health Department and the City of Roanoke Fire Department and we would continue to do that at the new property on 23 24th Street.

Our staff do not reside on the property but only work with the residents on a 24 hour rotating shift to provide care for our residents.

Our Mission is to provide long-term care for people needing Residential and Assisted Living services.

As the Administrator I have Training licenses and provide Training for other caregiving careers. I want to provide an opportunity for anyone who wants to work with the elderly to train under me to prepare them for jobs in the long term care industry. We have this incorporated into our current business model as part of our job creation strategy for our community. I have enclosed some of my certificates and licenses for your review.

PROFFERED CONDITIONS ~~28817~~ REPEALED 11/16/2015

The applicant hereby requests that the following proffered conditions enacted by Ordinance Number 28817 be repealed as they pertain to Official Tax No. 2311102.

1. The Rezoned property will be used only for the purpose of operating a group care facility providing transitional shelter and supportive service to persons needing permanent housing.
2. The rezoned property will be operated and supervised by Total Action Against Poverty in the Roanoke Valley (TAP)
3. The rezoning of the property shall be subject to the granting of a special exception permit for a group care facility.

12,854 SF Adaptive Reuse Opportunity

Presented By



Waldvogel Commercial Properties, Inc.
400 Professional Arts Building
30 Franklin Road, SW
Roanoke, VA 24011

Michael Waldvogel, CCIM, SIOR
mwaldvogel@waldvogelcommercial.com
540.342.8599

Krista Vannoy, CCIM
kvannoy@waldvogelcommercial.com
540.342.0881

Celia Holmes, REALTOR®
cholmes@waldvogelcommercial.com
540.342.0876



FOR SALE



12,854 SF Adaptive Reuse Opportunity

23 24th Street NW, Roanoke VA 24017

Price	\$427,775
Building Area	12,854 SF
Price/SF	\$33.28
Property Type	Commercial/Industrial
No. Stories	2
Leasehold	10-999 SF
APN/Parcel ID	00000000

- Spacious Commercial Kitchen
- On-Site Parking
- Easy Access to US-460 and Downtown Roanoke

Excellent opportunity for adaptive reuse. 12,854+/- SF two-story brick building constructed in 1937 as railroad workers' dormitory facility, and utilized most recently as transitional living facility. Zoned RMF - residential multi-family, in an area of strong industrial and commercial activity.

Commercial kitchen with walk-in freezer. Several open and spacious spaces currently designated as dining, living, and community rooms. Laundry and storage areas. 33 rooms on second level including 10 with sinks. Three large multi-stall shower/rest rooms on second floor. Five bath / restrooms on main level. High ceilings throughout. Large windows and ample light.

Located 2.5 miles west of downtown Roanoke and 1 block south of the intersection of Shenandoah Avenue and 24th Street, and 4 blocks to US460 / Alt-11 corridor.

Michael Waldvogel, CCIM, SIOR
mwaldvogel@waldvogelcommercial.com
540.342.8599

Krista Vannoy, CCIM
kvannoy@waldvogelcommercial.com
540.342.0881

Celie Holmes, REALTOR®
cholmes@waldvogelcommercial.com
540.342.0876

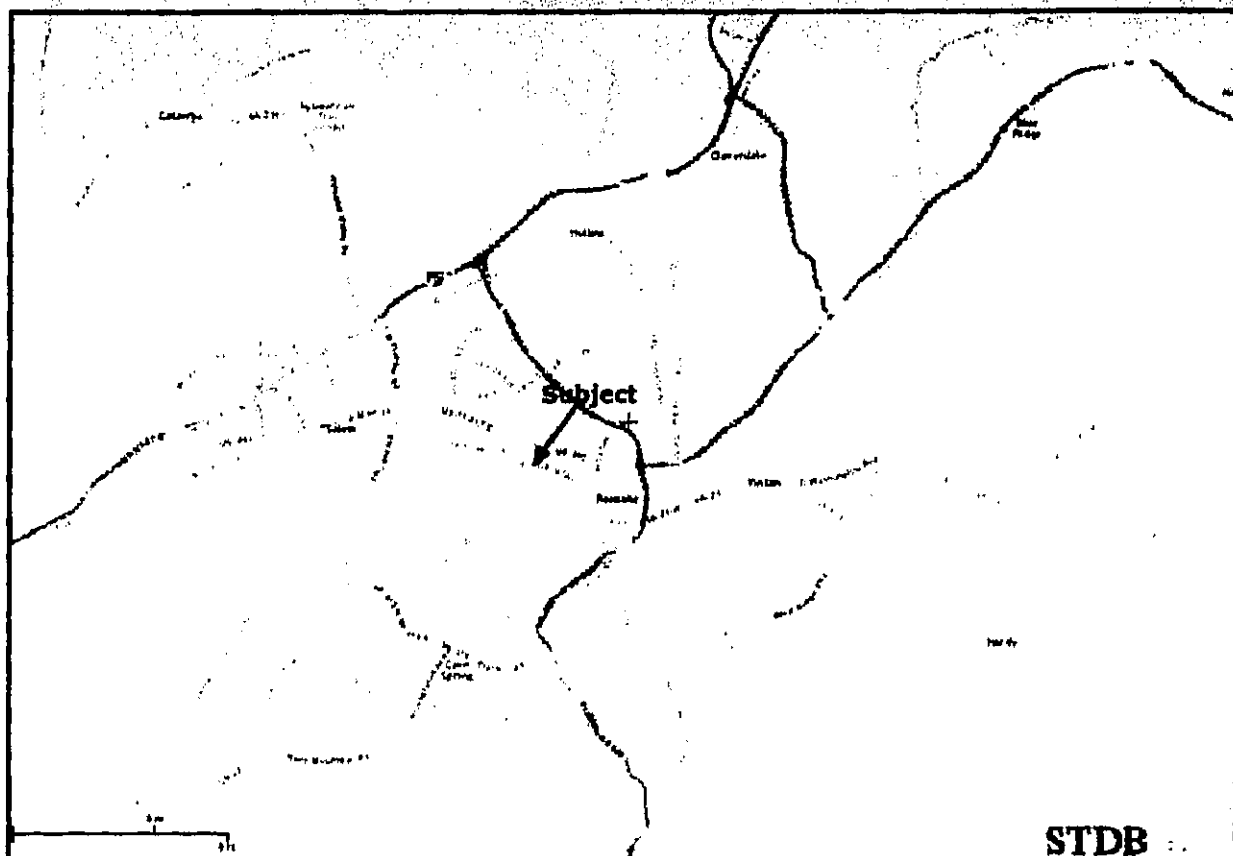
Location Map

Aerial View

Aerial View Facing East



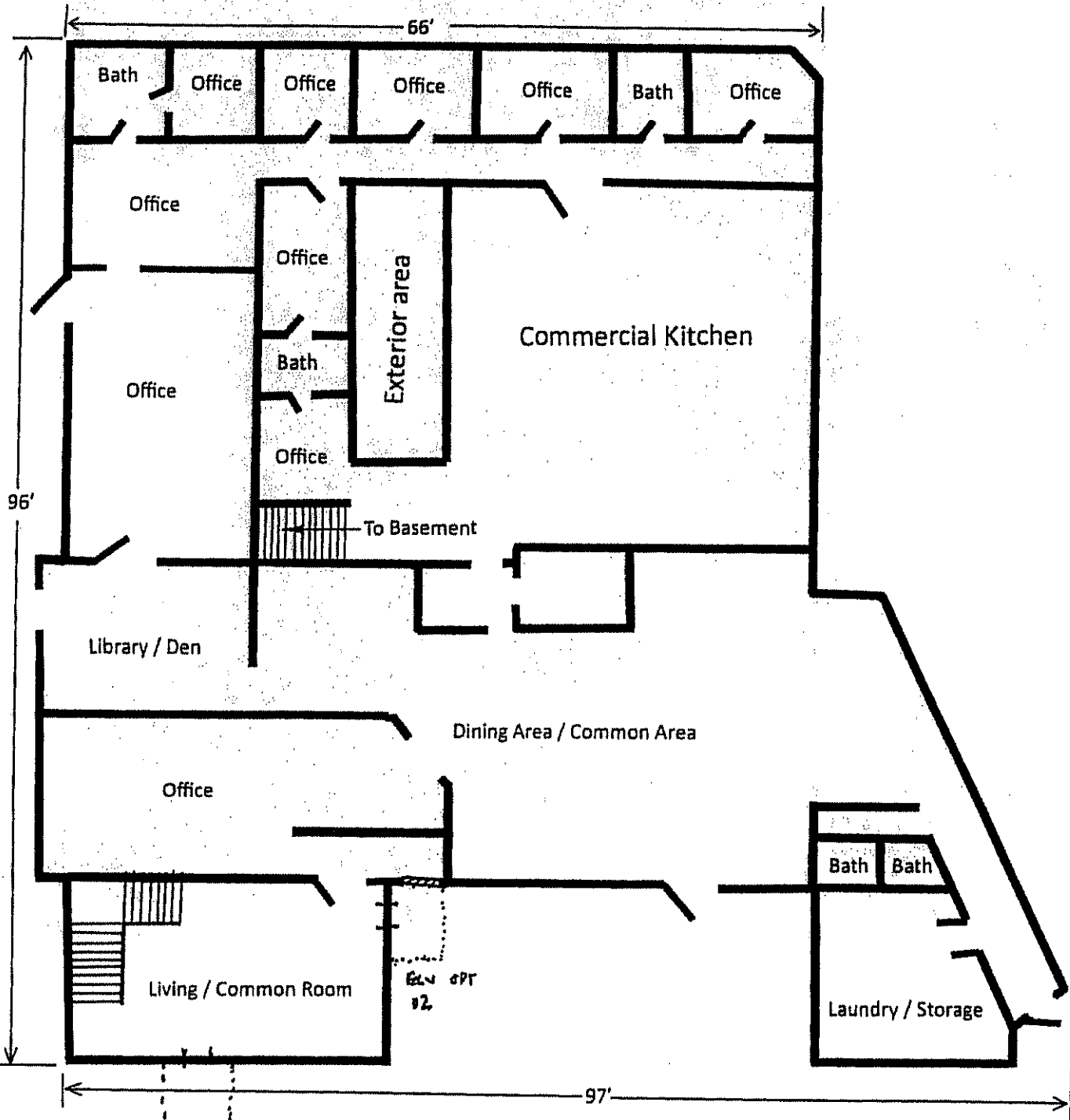
Location Map

**STDB :**

Floor Layout Diagrams

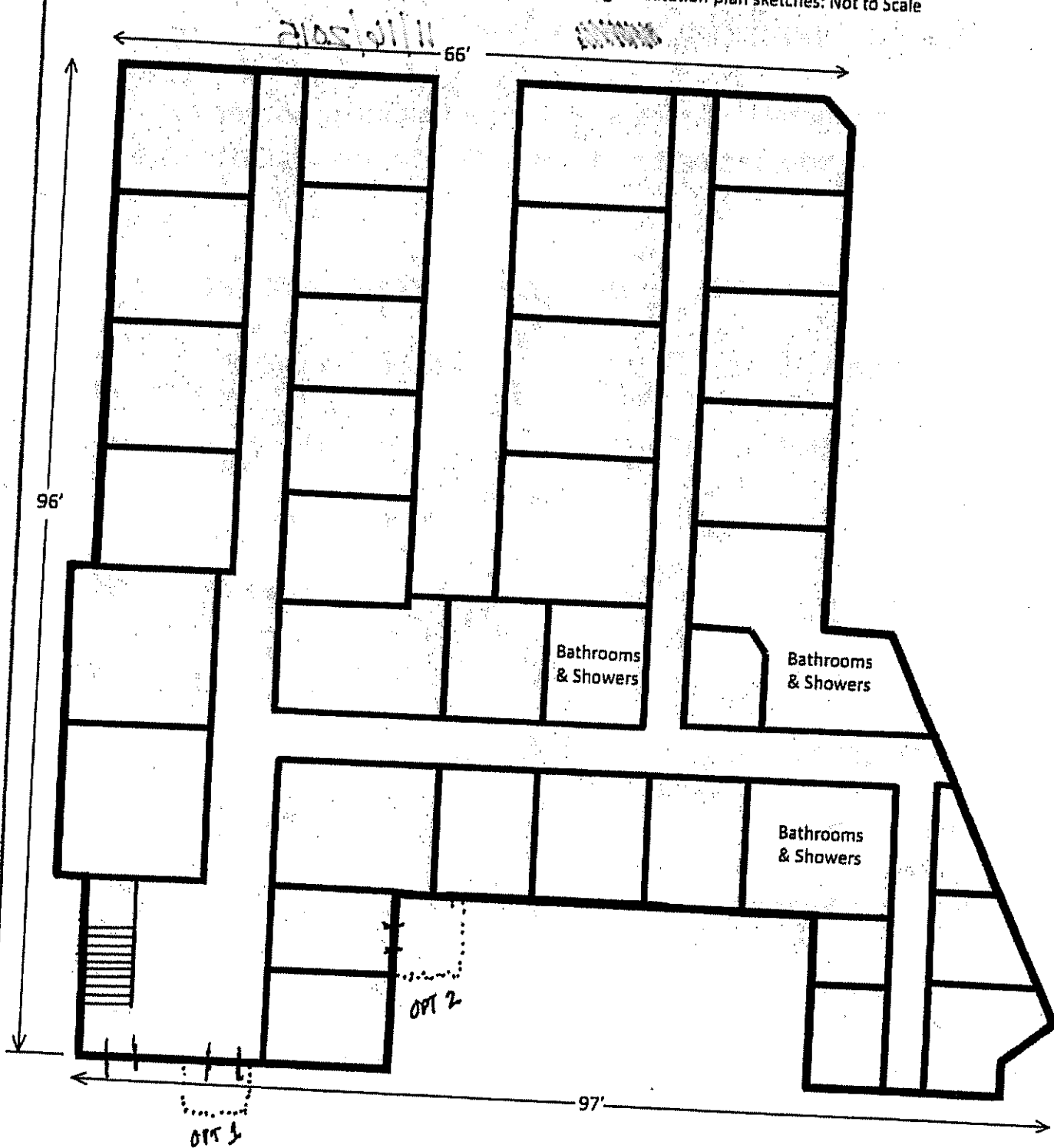
First Floor Layout

For Illustrative Purposes Only. Based on Existing Evacuation plan sketches: Not to Scale



Second Floor Layout

For Illustrative Purposes Only. Based on Existing Evacuation plan sketches: Not to Scale



PROFFERED CONDITIONS ~~XXXX~~ ADDED 11/16/2015

The applicant hereby requests that the following proffered conditions be adopted as it pertains to Official Tax No. 2311102.

1. The maximum occupancy of a group care facility under the Zoning Ordinance shall be no more than 55 people, including all full-time and part-time employees of the owner of the subject property, or the owner's tenant or management company, who are present at the facility during the course of any work shift, unless the amount of permissible occupancy is further restricted by the Uniform Statewide Building Code, or any of its component codes adopted by the City of Roanoke, in effect at the time this proffer is accepted by City Council.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,
The 19th day of October, 1987.

No. 28817.

AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 231, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant.

WHEREAS, application has been made to the Council of the City of Roanoke to have the hereinafter described property rezoned from LM, Light Manufacturing District, to RM-4, Residential-Multi-Family, High Density District, subject to certain conditions proffered by the applicant; and

WHEREAS, the City Planning Commission, which after giving proper notice to all concerned as required by §36.1-693, Code of the City of Roanoke (1979), as amended and after conducting a public hearing on the matter, has made its recommendation to Council; and

WHEREAS, a public hearing was held on said application by the City Council at its meeting on October 12, 1987, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to the Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at

the public hearing, is of the opinion that the hereinafter described property should be rezoned as herein provided.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that §§36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 231 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular and no other:

Property described as an approximately 0.41 acre tract located at 23 24th Street, N.W., designated on Sheet No. 231 of the Sectional 1976 Zone Map, City of Roanoke, as Official Tax No. 2311102 be, and is hereby rezoned from LM, Light Manufacturing District, to RM-4, Residential-Multi-Family, High Density District, subject to those conditions proffered by and set forth in the Petition to Rezone filed with the City Clerk on August 12, 1987, and that Sheet No. 231 of the Zone Map be changed in this respect.

BE IT FURTHER ORDAINED this ordinance shall be void, and of no effect, should Total Action Against Poverty in the Roanoke Valley, Inc., fail to obtain from the City's Board of Zoning Appeals a special exception permit and all variances that might be required for the operation of a group care facility on the subject property within one (1) year of the date of this ordinance.

ATTEST:

City Clerk.



RECEIVED
CITY CLERK'S OFFICE

'87 SEP 23 PM 3

Roanoke City Planning Commission

October 12, 1987

Honorable Noel C. Taylor, Mayor
and Members of City Council
Roanoke, Virginia

Dear Members of Council:

Subject: Request from Total Action Against Poverty in The Roanoke Valley, represented by Richard E. B. Foster, Attorney, that property located at 23 24th Street, N.W., bearing Official Tax No. 2311102, be rezoned from LM, Light Manufacturing district to RM-4, Residential Multi-Family district, such rezoning to be subject to certain conditions proffered by the petitioner.

I. Background:

- A. Petition to rezone was filed on August 12, 1987.
- B. Purpose of the rezoning is to use an existing building for a 50 bedroom group care facility with potential for expansion (up to 100 persons) to provide transitional shelter and supportive services to persons seeking employment and permanent shelter.

~~4. Proffered conditions are as follows:~~

- ~~1. The rezoned property will be used only for the purpose of operating a group care facility providing transitional shelter and supportive service to persons needing permanent housing.~~
2. The rezoned property will be operated and supervised by Total Action Against Poverty in the Roanoke Valley (TAP).
3. ~~The rezoning of the property shall be subject to the granting of a special exception permit for a group care facility.~~

- D. Under the new zoning ordinance, group care facilities are permitted as special exceptions by the Board of Zoning Appeals (BZA) in the RM-4 district provided that there is one thousand square feet of lot area for every three occupants including supervisory personnel; the facility is not located closer than fifteen hundred feet from another group care facility; the facility has one hundred square feet of open space per occupant; parking and exterior activity areas are screened; and parking is adequate to meet the needs of staff and residents. A variance would have to be obtained to accommodate the projected number of occupants (100).
- E. Proposed group care facility addresses a critical need identified in the recently completed "Study of Housing and the Homeless" which recommended the establishment of at least one additional transitional housing facility within the calendar year.
- F. Planning Commission public hearing was held on September 2, 1987. There was no opposition to the rezoning request.
- G. Planning staff has recommended approval of the requested rezoning.

II. Issues:

- A. Zoning is presently LM. Zoning in the area to the north, east and west is LM. Zoning to the south is HM.
- B. Land use is presently commercial. Property to the north and east is vacant. Property to the south is industrial with commercial to the west. The nearest concentration of residential development is the Lansdowne Park apartment complex operated by the Roanoke Redevelopment and Housing Authority located north on 24th Street.
- C. Utilities are available. Building is existing.
- D. Traffic is not a significant issue. Most residents are expected to use available mass transportation.
- E. Neighborhood is a mixture of commercial and industrial uses in the immediate area. The Lansdowne Apartment complex, the only large concentration of residential development in the area, would not be impacted by the proposed use.
- F. Comprehensive Plan recommends that:
 - 1. Development of neighborhood-based multi-purpose human service centers should be supported.

2. Appropriate services for individuals with special needs should be available in neighborhood settings.
3. Neighborhood character and environmental quality should be protected. Potential changes in land use in or near residential areas should be carefully evaluated and designed to conserve and enhance neighborhood quality.

III. Alternatives:

A. City Council approve the rezoning request.

1. Zoning becomes conditional RM-4. Special exception and required variance must be obtained from the Board of Zoning Appeals.
2. Land use can only be used for the operation of a group care facility by TAP. Use is subject to receiving a special exception permit and required variance from the BZA.
3. Utilities not affected.
4. Traffic not affected. Additional parking may be required.
5. Neighborhood services for special need persons and at risk groups are provided. Based on the information provided by TAP, the operation is primarily intended to provide transitional housing and job counselling services for residents.
6. Comprehensive Plan followed.

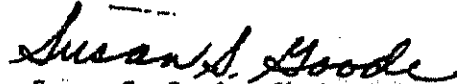
B. City Council deny the rezoning request.

1. Zoning remains LM.
2. Land use is restricted to those permitted in the LM district.
3. Utilities not an issue.
4. Traffic not an issue.
5. Neighborhood not affected.
6. Comprehensive Plan followed.

IV. Recommendation:

The Planning Commission recommended approval of the rezoning request by a vote of 7-0. The existing building on the property was used in the past for intermediate housing making it suitable for the proposed use. Also, the project will provide a needed service to the community.

Respectfully submitted,



Susan S. Goode, Chairwoman
Roanoke City Planning Commission

SSG/JRM/tsb
attachments

cc: Assistant City Attorney
Director of Public Works
City Engineer
Zoning Administrator
Petitioner

VIRGINIA:

IN THE COUNCIL OF THE CITY OF ROANOKE

RE: Rezoning of a tract of land)
lying at 23 24th Street, N.W.)
from LM, Light Manufacturing)
District to RM-4, Residential)
Multi-Family, High Density)
District, subject to certain)
conditions)

PETITION TO REZONE

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL
OF THE CITY OF ROANOKE:

1. The petitioner, Total Action Against Poverty in the Roanoke Valley ("TAP"), has a contract to purchase a certain tract of land located in the City of Roanoke, Virginia, containing .41 acres more or less, located at 23 24th Street, NW, and designated on Roanoke City appraisal map as official tax number 2311102, which tract is shown on the plat of survey attached hereto as Exhibit "A". Said tract is currently zoned LM, Light Manufacturing District.
2. Pursuant to Article 7 of Chapter 36.1-690, Code of the City of Roanoke (1979), as amended, the petitioner requests that the said property be rezoned from LM, Light Manufacturing District, to RM-4, Residential Multi-Family, High Density District, for the purpose of using the said property as an existing building and parking facility for a 50 bedroom group care facility to provide transitional shelter and supportive services to persons seeking jobs and permanent shelter.
3. The petitioner believes the rezoning of the said tract of land will further the intent and purposes of the

city's zoning ordinance and its comprehensive plan, in that it will provide needed housing as recommended in the city's study of housing and homelessness in Roanoke. Further, rezoning as RM-4, subject to certain conditions, will encourage an appropriate use of the land without adversely affecting the interest of adjacent land owners; and such rezoning will promote the health, morals, comfort and general welfare of the community.

4. The petitioner hereby proffers and agrees that if the said tract is rezoned as requested, that the rezoning will be subject to and that the petitioner will abide by the following conditions:

a. The rezoned property shall be used only for the purpose of operating a group care facility providing transitional shelter and supportive services to persons needing permanent housing.

b. The rezoned property shall be operated and supervised by Total Action Against Poverty in the Roanoke Valley ("TAP").

c. The rezoning of the property shall be subject to the granting of a special exception permit for a group care facility.

5. Attached as Exhibit "B" are the names, addresses and tax numbers of the owners of all lots or property immediately adjacent to or immediately across a street or road from the property to be rezoned.

WHEREFORE, the petitioner requests that the above-described tract be rezoned as requested in accordance with

the provisions of the zoning ordinance of the City of Roanoke.

Respectfully submitted this 12th day of August, 1987.

Respectfully submitted,

TOTAL ACTION AGAINST POVERTY
IN THE ROANOKE VALLEY

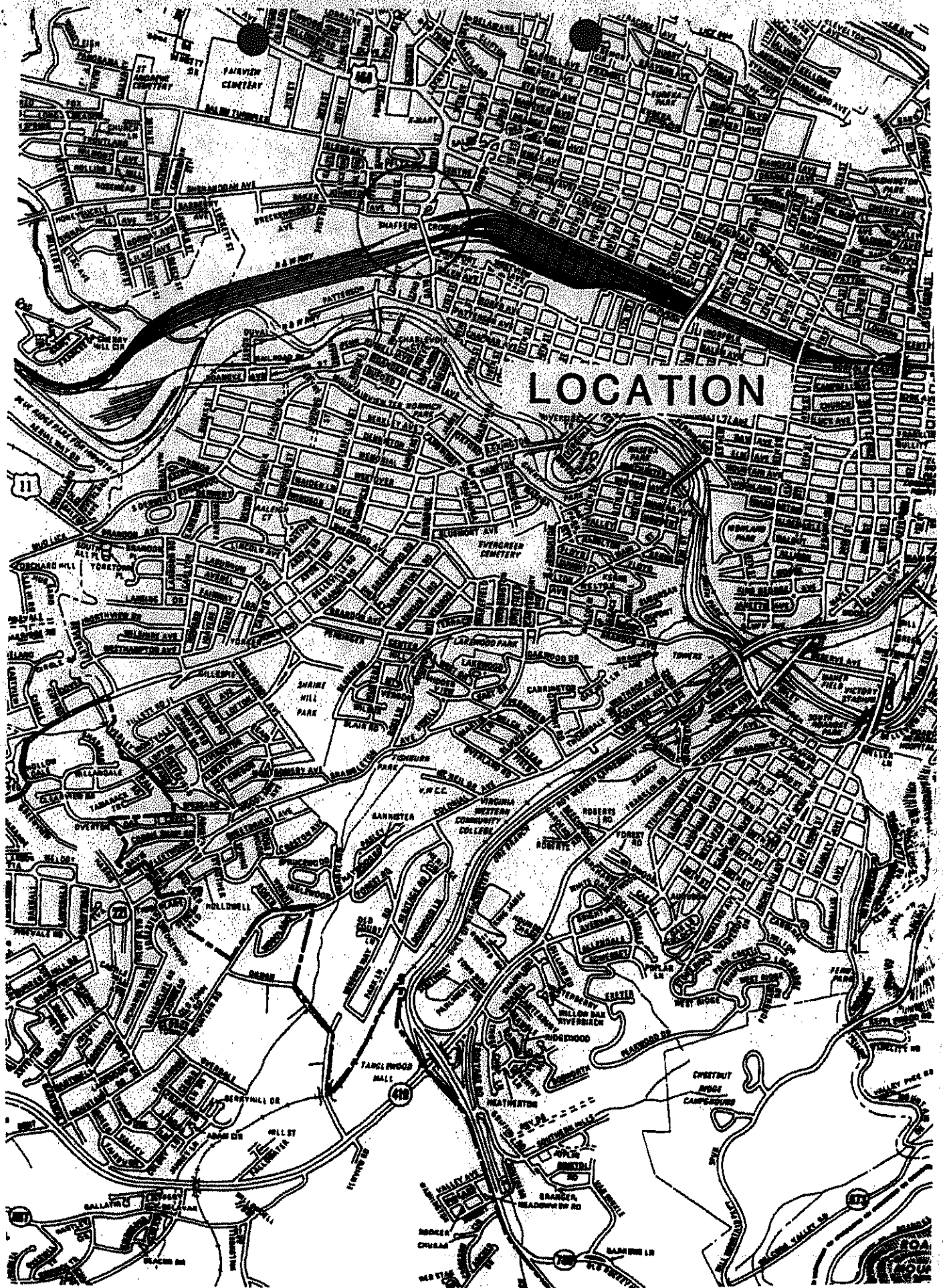
By:

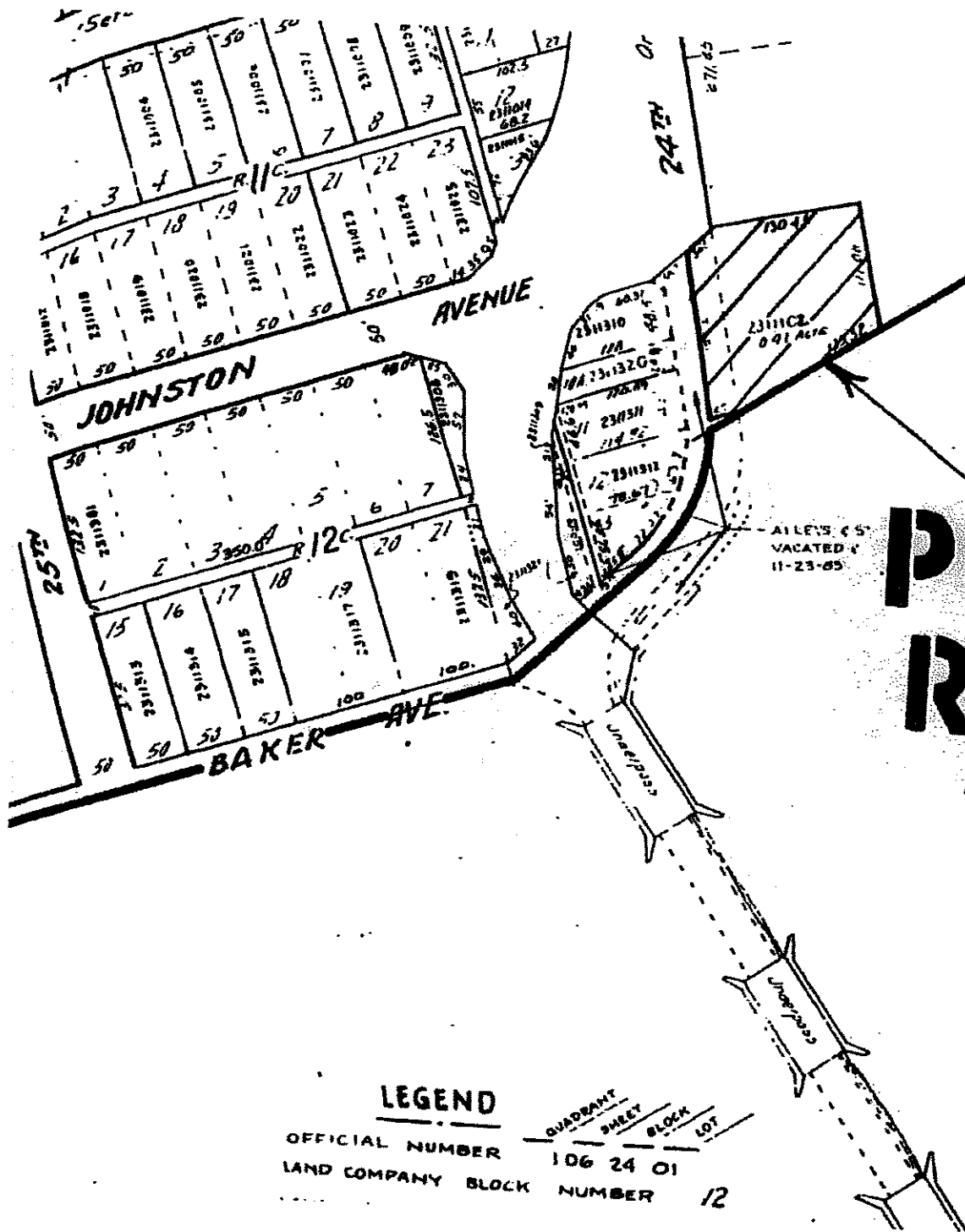
Richard E. B. Foster
Richard E. B. Foster
Of Counsel
Fox, Wooten & Hart
P. O. Box 12247
Roanoke, Virginia 24024
(703) 343-2451

Total Action Against Poverty
in the Roanoke Valley
702 Shenandoah Avenue, NW
P. O. Box 2868
Roanoke, Virginia 24001

Theodore J. Edlich
Theodore J. Edlich
Executive Director

FOX, WOOTEN & HART
ATTORNEYS-AT-LAW
ROANOKE, VA.





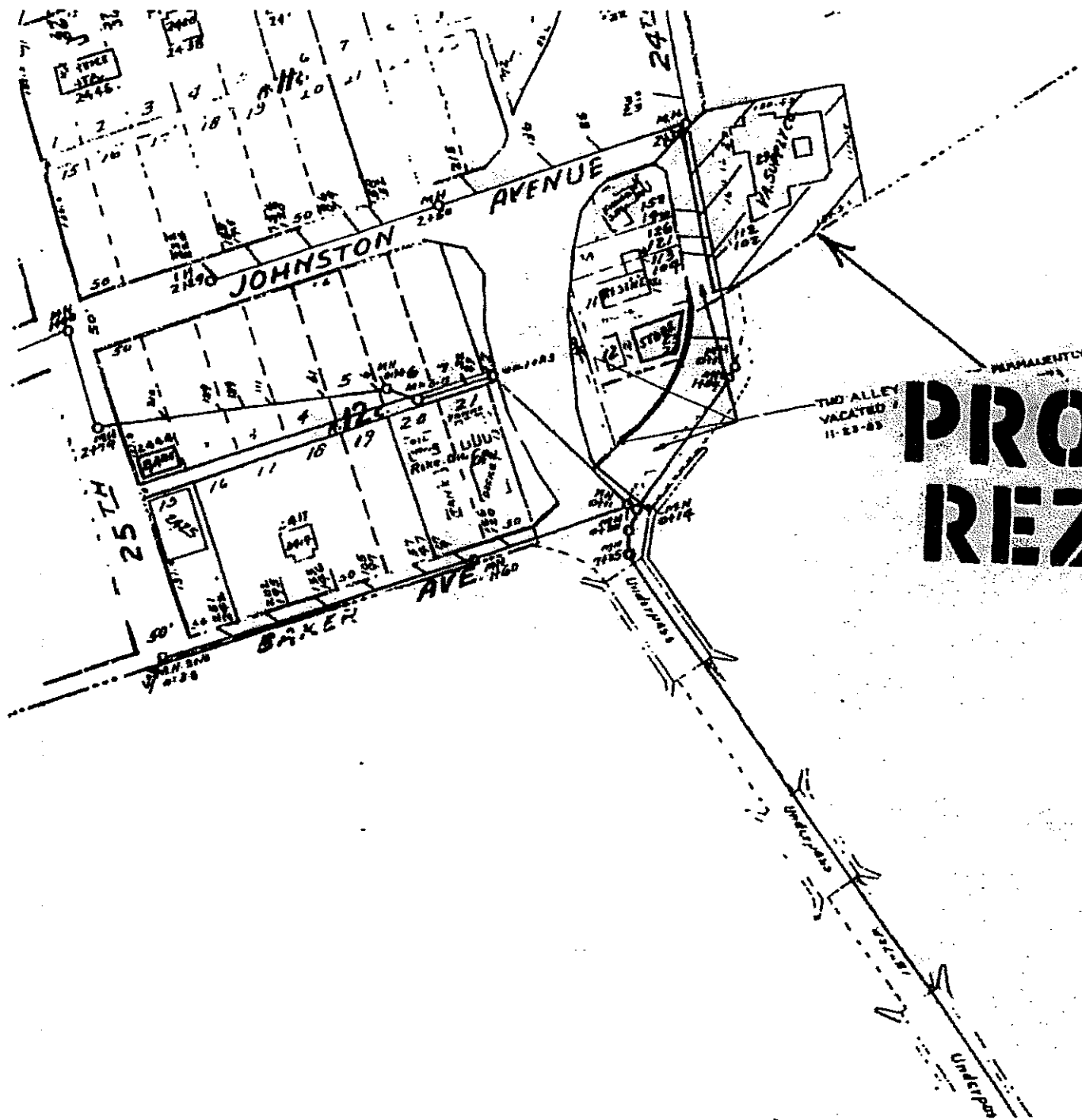
PROPOSED REZONING

FROM LM TO RM-4 (CONDITIONAL)

3 - 4 -
2311101
5.36 Acres

ALLEY'S 45'
VACATED
11-23-65

70



**PROPOSED
REZONING**

EXECUTIVE SUMMARY
HOMELESS SHELTER - TRANSITIONAL HOUSING PROJECT

Total Action Against Poverty, Inc. (TAP) has located and negotiated a selling price for a property located at 23 - 24th Street, NW, (Shaffer's Crossing), known as the Railroad Service Company. The two story brick building has been used as a railroad worker's transient dormitory but is privately owned. TAP intends to purchase and renovate the building and use it as 24 hour, 365 day a year transitional housing. It will be a 50 bedroom facility (with potential for expansion up to 100 persons).

Purpose: The shelter will serve men who are currently homeless or who have only emergency shelter available to them, thereby enabling them to receive employment training and/or a job. The major goal of the program will be to assist homeless men to become self-sustaining and locate permanent housing. The shelter will provide safe, clean transitional housing, needs assessment, counseling, referral and food. In addition, the program will provide day shelter and rehab programs for the homeless year round. The target population will be those who are committed to "making it on their own". A contract will be signed with all residents, clearly stating all expectations of them and what they will receive in return.

Clients: The shelter can house and feed a maximum of 100 people. The clients will be those who: a) have had permanent housing in the past and have lost it; b) have had difficulty in locating permanent housing, or; c) have had access to emergency shelter only. Clients will be experiencing housing difficulties for a variety of reasons, such as: loss of job, substance abuse, prior incarceration, lack of education and/or job training, etc. As mentioned, all clients will be required to sign a contract with the program so as to obtain a solid commitment to become self-sustaining, permanently housed citizens.

Programs: Needs assessment, counseling and referral to appropriate TAP components or outside agencies for whatever assistance is needed to stabilize the person, educational training, employment training and/or job locating services, and housing counseling will be offered to all residents, chiefly by plugging them into existing TAP programs. Meals, showers, hygiene facilities, emergency medical care and emergency clothing will be offered and available to all residents.

Facilities: The building is approximately 6700 square feet per floor, with two floors.

Kitchen and Dining: The building has a large kitchen presently equipped to prepare food for 100 people. A dishwasher and a food preparation table, as well as other kitchen equipment will be added. Tables and chairs or benches will be obtained for dining. At present, the building houses a restaurant with counter and stools and a commissary. This area is very adequate for feeding 100 people. The kitchen on site will provide 3 meals a day to residents, including at

least one hot meal, with the possibility of one walk-in hot meal each day for non-homeless hungry people.

Bedrooms: The building contains five bedrooms downstairs, some of which could sleep two people comfortably. Additional space is available downstairs which might be converted into bedrooms, as necessary. Thirty-four bedrooms are upstairs which can sleep two to four persons.

Bathrooms: There are three bathrooms downstairs which need some repair and modernization. One bath is suitable for use by handicapped persons. The upstairs has one large bathroom with four showers, four sinks, two toilets and two urinals. A utility closet and storage closet will be remodeled to provide two additional showers and two more toilets. Almost all of the upstairs bedrooms have operational sinks.

As required by HUD, the building is not on the National Register of Historic Places, is not in an historic district and is not immediately adjacent to a property so listed. The building is not in either the 100-year or the 500-year flood plain, (reference: Flood Insurance Rate Map FIRM Community Panel #510/130/0020C, June 1, 1984). Renovations to the building will not jeopardize the continued existence of an endangered or threatened species or be inconsistent with HUD environmental standards.

TAP has applied for a waiver in regard to the use of CDBG funds for repayment of the mortgage loan and for renovation of the building.

The purchase price of the building is \$145,000. The estimated cost of renovation of the building is \$120,000. An application has been submitted to the Virginia Housing Development Authority (VHDA) for a mortgage loan, with deferred interest. Grant applications are being submitted to a variety of funding sources, including Federal, State and Foundation grant funding. In-kind contributions are being sought.

PRESENTATION TO THE PLANNING COMMISSION
BY

E. CABELL BRAND
SEPTEMBER 2, 1987

I. Total Action Against Poverty, Inc. (TAP) has a contract to purchase the land and building located at 23 - 24th Street, N.W. The proposed use of the property is for a 50 bedroom, group care facility to provide transitional shelter and supportive services to homeless persons seeking jobs and permanent shelter. The major goal of the program will be to assist homeless men to become self-sustaining and locate permanent housing. Needs assessment, counseling, referral, educational and/or employment training, job locating services, and housing counseling will be offered to all residents, chiefly by plugging them into existing TAP programs or existing area agency programs, as appropriate.

II. A comprehensive study of housing and homelessness in Roanoke, Virginia was requested by Mayor Noel C. Taylor in his 1986 State-of-the-City address. The ensuing report was issued in April, 1987. It was concluded that: A) the number of homeless individuals in the area is on the increase - on a given night in January, 1987, at least 177 people in Roanoke were homeless and relying on emergency shelters for housing; B) by far, the largest segment of this group is single men; C) there are not enough shelter beds to provide safe, adequate shelter year-round for these chronically homeless individuals - together, all the organizations currently providing emergency shelter to homeless people are equipped to shelter approximately 97 individuals. Recommendations resulting from these conclusions were: A) the community should increase its emergency shelter bed space by the winter of 1987; B) a comprehensive day facility should be established; C) at least one transitional housing facility should be established within the next year; D) an increased effort should be made to coordinate services to the homeless; E) an increased advocacy and outreach effort by agencies which serve special populations among the homeless should be made. More specifically, number four, page 57 of the report, in the Recommendations section discusses the transitional housing facility need. The study reports TAP's interest in purchasing and operating such a facility. It states: "This type of housing is desperately needed by many of the at-risk groups represented in this study. This community's goal should be the working operation of a least one facility within a year." It is TAP's intention to purchase and operate such a facility, with a projected opening date no later than the first week of January, 1988, well within the study's recommended goal.

III. A brick, two story building of approximately 6700 square feet per floor (13,400 total square footage) was constructed on the tract of land at 23 - 24th Street, N.W. around 1937 by the Virginia Supply Company for use as a railroad worker's transient dormitory. This organization operated the facility for an undetermined number of years and then sold it to the Tidewater Rail Company who continued operation of the facility until about 1974. At that time, the facility was purchased by its present owners, the Railroad Service Company, which

continued to operate the facility as a transient dormitory, commissary, restaurant and general merchandise sales operation, open 24-hours a day. Five years ago, in 1982, the second floor was closed, leaving only limited occupancy in the bedrooms on the first floor in addition to the other services previously offered. In March, 1987, all over-night occupancy was discontinued. Restaurant, commissary and sales services continue to be offered and available at the present time.

IV. TAP intends to renovate the building and use it as 24-hour, 365 day a year transitional housing. It will be a 50 bedroom facility. The shelter will house and serve men who are currently homeless or who have only emergency shelter available to them, thereby enabling them to receive employment training and/or a job. The facility will provide safe, clean transitional housing. Needs assessment, counseling and referral to appropriate TAP components and programs or outside agencies for whatever assistance is needed to stabilize the person, educational training, employment training and/or job locating services, and housing counseling will be offered to all residents, chiefly by plugging them into existing TAP programs. Meals, showers, emergency medical care and emergency clothing will be offered and available to all residents. The target population will be those persons who are firmly committed to "making it on their own". All residents will be required to sign a contract with the program so as to obtain a solid commitment from them to become self-sustaining, permanently housed citizens.

The facility can house and feed a maximum of 100 people. The residents will be those who: a) have had permanent housing in the past and have lost it; b) have had difficulty in locating permanent housing or; c) have had access to emergency shelter only. Residents will be experiencing housing difficulties for a variety of reasons, such as: loss of job, substance abuse, incarceration, lack of education and/or job training, etc.

V. The location of the .41 acre tract of land is ideal for its proposed usage. No other structures are immediately adjacent to or across the street from the proposed facility. The majority of properties in the immediate vicinity are owned by Norfolk & Western Railway and are without structures. The proposed facility will not interfere in any way with area properties nor will it create any significant additional traffic in the immediate vicinity. The building is not on the National Register of Historic Places, is not in an historic district and is not immediately adjacent to a property so listed. Additionally, the land tract is not in either the 100-year or the 500-year flood plain (reference: Flood Insurance Rate Map FIRM Community Panel #510/130/0020C, June 1, 1984).



City of Roanoke Virginia

BOARD OF ZONING APPEALS

L. Elwood Norris
Chairman
T. E. Roberts
Vice Chairman
W. H. Wheaton
Glynn D. Barranger
Richard A. Rife
Mrs. Ruth C. Armstrong
Secretary

ORDER OF THE BOARD OF ZONING APPEALS

APPEAL NO. 81-87-A

Applicant: Total Action Against Poverty
Premises: 23 - 24th Street, N. W.

2311102

In accordance with the authority vested in the Board of Zoning Appeals, as set forth in Section 36.1-656, Zoning, City Code, to hear and decide applications for special exceptions, a public hearing was conducted on Tuesday, November 3, 1987, in the Council Chamber, Municipal Building, on the following request.

The request of Total Action Against Poverty for a special exception, as provided under Section 36.1-146(2), Zoning, to allow building at 23 24th Street, N. W., to be used as a group care facility to provide transitional shelter to persons seeking jobs and permanent shelter, with a variance to allow 100 occupants in lieu of 53 as permitted for the lot area of 17,859.

Facts and conditions involved in said application were investigated by the Board, inspections having been made of the property in question prior to the public hearing.

It is noted that the City Council recently took action to rezone the subject property to RM-4 to enable the applicant to apply for a special exception for a group care facility. Also, on November 2, 1987, the Council took formal action to endorse such facility at this location. The Board is aware of the need in the City of Roanoke for shelter for the homeless and encourages appropriate projects of this nature.


In regard to the requested variance to allow 100 occupants in lieu of the 53 provided for with a lot area of 17,859 square feet, based on three occupants for every one thousand square feet of lot area, as required under Sec. 36.1-562(b)(iii), the Board is aware that the building in question is suitable for that number of occupants and is of the opinion that, in view of the need for the facility, a variance as requested is warranted.

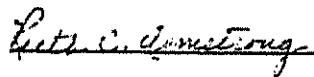


IT IS THEREFORE ORDERED that the request of the applicant for a special exception to allow a group care facility at 23 24th Street, N. W., with a variance to allow 100 occupants, be granted.

The Zoning Administrator is hereby authorized to issue proper permit for any necessary alterations to the building and a certificate of occupancy for the use in accordance with the decision of the Board and conditions set forth in the application.

BY ORDER OF THE BOARD OF ZONING APPEALS, this the third day of November, 1987.

 Chairman

 Secretary



City of Roanoke, Virginia

BOARD OF ZONING APPEALS

L. Elwood Norris
Chairman
T. E. Roberts
Vice Chairman
W. H. Wheaton
Glynn D. Barranger
Richard A. Rife
Mrs. Ruth C. Armstrong
Secretary

October 26, 1987

Theresa L. Monahan
Fox, Wooten & Hart
707 Building
Roanoke, Virginia 24011

Dear Ms. Monahan:

In regard to your application filed with the Board of Zoning Appeals in behalf of TAP for a special exception in regard to the property at 23 24th Street, N. W.

You, along with others, will be granted a public hearing on Tuesday, November 3, 1987, beginning at 2 p.m., in the Council Chamber, Fourth Floor, Municipal Building, at which time and place you will be given an opportunity to present this request to the Board.

Property owners in the immediate vicinity of the property in question have been notified of the time and place of the public hearing; and they will be given an opportunity to present their views, as provided by the Zoning Ordinance.

Sincerely yours,

Ruth

Ruth C. Armstrong
Secretary



"B"

PRESENTATION TO THE PLANNING COMMISSION
BY
E. CABELL BRAND
SEPTEMBER 2, 1987

I. Total Action Against Poverty, Inc. (TAP) has a contract to purchase the land and building located at 23 - 24th Street, N.W. The proposed use of the property is for a 50 bedroom group care facility to provide transitional shelter and supportive services to homeless persons seeking jobs and permanent shelter. The major goal of the program will be to assist homeless men to become self-sustaining and locate permanent housing. Needs assessment, counseling, referral, educational and/or employment training, job locating services, and housing counseling will be offered to all residents, chiefly by plugging them into existing TAP programs or existing area agency programs, as appropriate.

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III. A brick, two story building of approximately 6700 square feet per floor (13,400 total square footage) was constructed on the tract of land at 23 - 24th Street, N.W. around 1937 by the Virginia Supply Company for use as a railroad worker's transient dormitory. This organization operated the facility for an undetermined number of years and then sold it to the Tidewater Rail Company who continued operation of the facility until about 1974. At that time, the facility was purchased by its present owners, the Railroad Service Company, which

TAP #2

continued to operate the facility as a transient dormitory, commissary, restaurant and general merchandise sales operation, open 24-hours a day. Five years ago, in 1982, the second floor was closed, leaving only limited occupancy in the bedrooms on the first floor in addition to the other services previously offered. In March, 1987, all over-night occupancy was discontinued. Restaurant, commissary and sales services continue to be offered and available at the present time.

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V. The location of the .41 acre tract of land is ideal for its proposed usage. No other structures are immediately adjacent to or across the street from the proposed facility. The majority of properties in the immediate vicinity are owned by Norfolk & Western Railway and are without structures. The proposed facility will not interfere in any way with area properties nor will it create any significant additional traffic in the immediate vicinity. The building is not on the National Register of Historic Places, is not in an historic district and is not immediately adjacent to a property so listed. Additionally, the land tract is not in either the 100-year or the 500-year flood plain (reference: Flood Insurance Rate Map FIRM Community Panel #510/130/0020C, June 1, 1984).



City of Roanoke, Virginia

L. Elwood Norris
Chairman
T. E. Roberts
Vice Chairman
W. B. Wheaton
Glynn D. Barranger
Richard A. Rife

Mrs. Ruth C. Armstrong
Secretary

BOARD OF ZONING APPEALS

NOTICE OF PUBLIC HEARINGS BEFORE THE BOARD OF ZONING APPEALS

TO WHOM IT MAY CONCERN:

Pursuant to provisions of law made for such purposes, the Board of Zoning Appeals will hold public hearings on Tuesday, November 3, 1987, at 2 p.m., in the Council Chamber, Fourth Floor, Municipal Building.

1. Request of Betty Branch for special exception, as provided under Section 36.1-552(a), Zoning, to permit building at 123 Norfolk Avenue, S. W., to be used for sculpture studio.

✓ 2. Request of Total Action Against Poverty for special exception, as provided under Section 36.1-146(2), Zoning, to allow building at 23 24th Street, N. W., to be used as a group care facility to provide transitional shelter to persons seeking jobs and permanent shelter, with a variance to allow 100 occupants in lieu of 53 as permitted for the lot area of 17,859.

3. Request of CBL Management, Inc. for variance from sign regulations for property on the north side of Bennington Street, SE at its intersection with Mt. Pleasant Blvd. and Rutrough Road, S. E., Off. Tax No. 4250202, as set forth in Section 36.1-433(b), to allow one pylon sign at each of the two street entrances in lieu of the one sign permitted and wall signs for each tenant in the proposed shopping center, with total signage for the property to be 1,130 sq. ft.



4. Request of CBL Management, Inc. for variance from Sec.36.1-173, Zoning, to permit utility lines above ground on property on the north side of Bennington Street, S. E., at its intersection with Mt. Pleasant Blvd. and Rutrough Road, S. E., Off. Tax No. 4250202 in lieu of locating all lines underground.

5. Request of First Security Bank, owner of property at 5002 Williamson Road, N. W., for variances from Sections 36.1-402 and 36.1-433, Zoning, to permit stair tower to extend to 4 feet from the property line on Airport Road, N. W., in lieu of the 12 1/2 feet required and to permit parking 3 feet from the property line on Curtis Avenue, N. W., in lieu of the required 8 feet.

6. Request of Marvin W. Babb, owner of 2629 Crystal Spring Avenue, S. W., for variance from building line regulations, as set forth in Section 36.1-402(b)(3), Zoning to permit carport with louvered sides 4'6" from the property line on 27th Street in lieu of the required 15 feet.

7. Request of George E. Smith, owner of 3824 Shadylawn Avenue, N. W., for variance from building line regulations, as set forth in Section 36.1-130, Zoning, to permit carport 1 foot from the side property line in lieu of the required 4 feet.

8. Request of Ezra Jones, owner of 912 Center Avenue, N. W., for variance from Section 36.1-594(a), Zoning to permit existing single-family residence in a light manufacturing district to be rehabilitated and converted to a two-family dwelling.

9. Request of Angela Doss for variance from Section 36.1-126, Zoning, to allow day care for up to 49 children at Southeast Church

of Christ, 1001 Stewart Avenue, S. E., in lieu of the permitted 15 children.

10. Request of Blue Stone Block, Inc., 1510 Wallace Avenue, NE for variance from building line regulations, as set forth in Section 36.1-275(a), Zoning, to permit construction of addition to existing building 6 feet from the property line on Wallace Avenue in lieu of the required 30 feet.

11. Request of Doris Cline Egge, owner of 860 Marshall Avenue, S. W., for variance from building line regulations, as set forth in Section 36.1-190(d), to allow alterations to residence 3'7" at the closest point from the rear property line in lieu of the required 25 feet.

12. Request of W & W Co., owner of 440 Day Avenue, S. W., for variance from lot area requirements, as set forth in Section 36.1-186(1), Zoning, to allow two-family dwelling to be converted to four-unit dwelling.

13. Request of Westinghouse Electric Supply for variance from building line regulations, as set forth in Section 36.1-254(b), Zoning, to allow addition to existing building to extend to 11 feet from the property line at the alley in lieu of maintaining the required 20 feet at 201 19th Street, S. W.

At these hearings persons affected by the Board's decision may appear and present their views in person or by agent or attorney, as provided by the Zoning Ordinance.

L. Elwood Norris, Chairman

Ruth C. Armstrong

By: Ruth C. Armstrong, Secretary

Publish in World-News Monday evening, October 19, 1987, and Monday evening, October 26, 1987.

CITY OF ROANOKE BOARD OF ZONING APPEALS
APPLICATION FOR SPECIAL EXCEPTION

Pursuant to the provisions of Section 36.1-656, Code of the City of Roanoke (1979), as amended, this application is hereby filed with the Zoning Administrator and the Board of Zoning Appeals requesting that the Board grant a special exception to the provisions of the zoning regulations of the City of Roanoke, as described below.

Subject property 23 24th Street, NW, Roanoke, Virginia

Applicant Total Action Against Poverty in the Roanoke Valley (TAP)

Applicant's address 702 Shenandoah Ave., NW, Roanoke, VA 24016

Owner of subject property John C. Waynick

Address of owner 23 24th Street, NW, Roanoke, Virginia

Subject property designated as Official Tax No. 2311102

Premises classified as RM-4 subject to condition that variances and special exception permit be obtained.

I hereby request that the Board of Zoning Appeals grant a special exception to the zoning regulations of the City of Roanoke, in accordance with the provisions of Section 36-146(2), Code of the City of Roanoke (1979), as amended, in order to permit the following use to be made of the subject property.

Group care facility to provide transitional shelter to persons seeking jobs and permanent shelter.

Details of proposed use, including any variances requested _____

SEE ATTACHED SHEETS:

(A) variances requested

(B) presentation to the Planning Commission by Cabell Brand

Present lot area of 17,859 sq. ft. would provide for 53 occupants.

Applicant requests a variance to accommodate 100 occupants.

Filed with the Board of Zoning Appeals on this 13th day of October, 1987 and scheduled for public hearing on November 3, 1987

FOX, WOOTEN & HART

Herena L. Monahan
ATTORNEY FOR Applicant

Application accepted as submitted in accordance with the provisions of Chapter 36-62, Code of the City of Roanoke (1979), as amended.

Ruth C. Armstrong
For the Board of Zoning Appeals

"A"

VARIANCES REQUESTED

1. Number of Occupants: Sec. 36-56 2(b)(1)(iii). Present lot area of 17,859.60 square feet would support 53 occupants. TAP requests a variance to accommodate 100 occupants (including occupants and supervisory personnel), which would be the facility's maximum expansion potential.

APPEAL NO. B1-B7-A
APPLICANT: TAP
PREMISES: 23 - 24th Street, N. W.

AFFIDAVIT

COMMONWEALTH OF VIRGINIA }
CITY OF ROANOKE } TO-WIT

The affiant, Ruth C. Armstrong, first being duly sworn, states that she is secretary to the Board of Zoning Appeals, and as such is competent to make this affidavit of her own personal knowledge. Affidavit states that, pursuant to the provisions of §15.1-341, Code of Virginia (1950), as amended, on behalf of the Board of Zoning Appeals of the City of Roanoke, she has sent by first-class mail on the 20th day of October, 19 87, notices of a public hearing to be held on the 3rd of November, 19 87, on the above-captioned matter to the owner or agent of the parcels listed below at their last known address.

<u>PARCEL</u>	<u>OWNER, AGENT OR OCCUPANT</u>	<u>ADDRESS</u>
231-1101	Mary Waynick, Natalie Foster	P. O. Box 8266 Roanoke, Va. 24014
231-13-10 thru 231-13-12	N & W Railway Co.	8 N. Jefferson Street Roanoke, Va. 24016
231-10-15	State Highway	731 Harrison Avenue Salem, Virginia 24079
231-10-25	Commonwealth of Virginia	No address
231-10-14	M. Patrick Thomas	4053 Clairmont Avenue Roanoke, Va. 24018

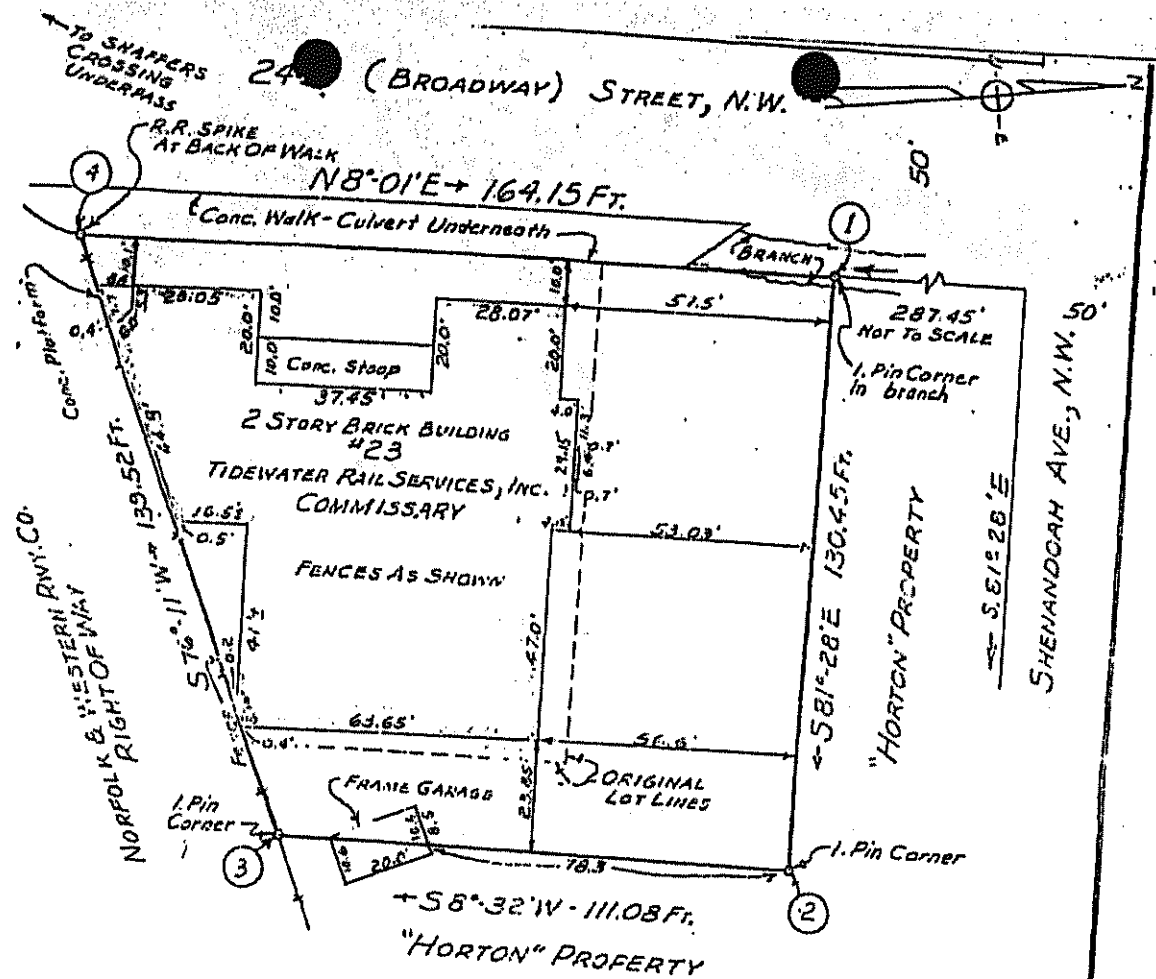
Ruth C. Armstrong Secretary

SUBSCRIBED AND SWORN to before me, a Notary Public, in
the City of Roanoke, Virginia, this 20th day of October,
19 97.

Carolyn A. Edwards
Notary Public

My Commission Expires:

November 2, 1998



PLAT MADE FOR WOODRUM & GREGORY - ATTORNEYS
SHOWING SURVEY PROPERTY OF
TIDEWATER RAIL SERVICES, INC.
BEING
ALLOF ROANOKE CITY APPRAISAL LOT No. 231-11-02
SITUATE ON 24TH (BROADWAY) STREET, N.W.
ROANOKE, VIRGINIA.
By: C. B. Malcolm & Son
VIRGINIA STATE CERT. ENGRS.

DATE: MARCH 20, 1962

SCALE: 1" = 30'

231-11-02

MARCH 20, 1962

I, HEREBY, CERTIFY THAT THIS
PLAT OF SURVEY IS CORRECT.

C. B. Malcolm & Son
VIRGINIA STATE CERT. SURVEYOR

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, July 11, 2012

This is to certify that the certificate of organization of

EVERGREEN ASSISTED LIVING COMMUNITY LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: July 11, 2012



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JULY 11, 2012

The State Corporation Commission has found the accompanying articles submitted on behalf of
EVERGREEN ASSISTED LIVING COMMUNITY LLC

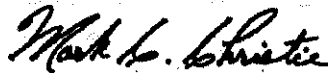
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the
Commission, effective July 11, 2012.

STATE CORPORATION COMMISSION

By



Mark C. Christle
Commissioner

**ARTICLES OF ORGANIZATION
OF
EVERGREEN ASSISTED LIVING COMMUNITY LLC**

The undersigned, pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the limited liability company is EVERGREEN ASSISTED LIVING COMMUNITY LLC.
2. The purpose for which the limited liability company is formed is to engage in any lawful business, purpose or activity for which a limited liability company may be formed under the Virginia Limited Liability Company Act.
3. The name of the limited liability company's initial registered agent is PATIENCE OGWA ODUPELU. The initial registered agent is an individual who is a resident of Virginia and a member or manager of the limited liability company.
4. The address of the limited liability company's initial registered office, which is identical to the business office of the initial registered agent, is 2720 COVE ROAD , ROANOKE , VA 24017. The initial registered office is located in Roanoke City, Virginia.
5. The address of the limited liability company's principal office where the records of the limited liability company are to be kept is 2720 ROANOKE , ROANOKE, VA 24017.

ORGANIZER:

/s/ patodupelu Date: July 11, 2012
patodupelu



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1018.1
(04/10)

STATEMENT OF CHANGE OF THE PRINCIPAL OFFICE ADDRESS
OF A LIMITED LIABILITY COMPANY

1. Limited Liability Company's Name:

SCC ID #: S414627-2

EVERGREEN ASSISTED LIVING COMMUNITY LLC

2. Current principal office address on record:

2720 ROANOKE
ROANOKE, VA 24017

3. The limited liability company's principal office address, including the street and number, is changed to:

768 CAMP NORTH ROAD
SALEM, VA 24153

Executed in the name of the limited liability company by:

Signed on July 3, 2013, on behalf of EVERGREEN ASSISTED LIVING COMMUNITY LLC

By: PATIENCE ODUPELU, PRINCIPAL AGENT
/s/ PATIENCE ODUPELU

The person signing this document on behalf of the limited liability company has been delegated the right and power to manage the company's business and affairs.

The statement must be executed in the name of the limited liability company by any manager or other person who has been delegated the right and power to manage the business and affairs of the limited liability company, or if no manager or such other person has been selected, by any member of the limited liability company.

Alert regarding anticipated impact of the UCI Road World Championships cycling races on downtown Richmond during the week of 9/21/15 - 9/25/15 is available in the Bulletin Archive link of the Clerk's Office website.

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[patodupeku@yahoo.com](#) | [Profile](#) | [Log Out](#)



SCC eFile Business Entity Details

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EVERGREEN ASSISTED LIVING COMMUNITY LLC

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Business Entities

UCC or Tax Liens

Court Services

Additional Services

General

SCC ID: S4146272
Entity Type: Limited Liability Company
Jurisdiction of Formation: VA
Date of Formation/Registration: 7/11/2012
Status: Active

Principal Office

1437 PETERS CREEK RD
ROANOKE VA 24017

Registered Agent/Registered Office

PATIENCE ODUPELU
1437 PETERS CREEK RD
ROANOKE VA 24017
ROANOKE CITY 217
Status: Active
Effective Date: 6/12/2015

Select an action

[File a registered agent change](#)
[File a registered office address change](#)
[Rejoin as registered agent](#)
[File a principal office address change](#)
[Pay annual registration fee](#)
[Order a certificate of fact of existence](#)
[Submit a PDF for processing \(What can I submit?\)](#)
[View eFile transaction history](#)
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Screen ID: e1000

Need additional information? Contact scceinfo@scs.virginia.gov Web site questions? Contact: webmaster@scs.virginia.gov

We provide external links throughout our site.

PDF (.pdf) Reader

Excel (.xls) Viewer

PowerPoint (.ppt) Viewer

Word (.doc) Viewer

Build #: 1.0.0.24456

Commonwealth of Virginia

DEPARTMENT OF



SOCIAL SERVICES

ASSISTED LIVING FACILITY LICENSE RESIDENTIAL LIVING CARE AND ASSISTED LIVING CARE

Issued to: Evergreen Assisted Living Community (Operated by: Evergreen Assisted Living Community, LLC)

Address: 1437 Peter's Creek Road, NW Roanoke, Virginia 24017

This license is issued in accordance with provisions of Chapters 1, 17, and 18, Title 63.2, Code of Virginia and other relevant laws, the regulations of the State Board of Social Services, and the specific limitations prescribed by the Commissioner of Social Services, as follows:

<u>CAPACITY</u>	
5	

This license is not transferable and will be in effect August 25, 2015 through August 24, 2016 unless revoked for violations of the provisions of law or failure to comply with the limitations stated above.

ISSUING OFFICE:

Virginia Department of Social Services
Piedmont Licensing Office
1351 Hershberger Road, NW
Suite 210
Roanoke VA 24012
Telephone: (540) 309-3043

ALF 1104391
LICENSE NUMBER

MARGARET R. SCHULTZE
COMMISSIONER OF SOCIAL SERVICES

By

Julie D. Ferguson
Julie D. Ferguson

Title

Licensing Administrator

Date

July 24, 2015



EVERETT OFFICE, TREASURER
P.O. Box 1451
Roanoke, VA 24007-1451
(540) 853-2581 FAX (540) 853-1019
www.roanokeva.gov

2015

**City of Roanoke
Business License Certificate**

Date Issued: 01/21/2015

Date Expires: 12/31/2015

Trade Location: 1437 PETERS CREEK RD N

Type of License: 4050 BUSINESS PERSONAL SERVICE

EVERGREEN ASSISTED LIVING COMM.
EVERGREEN ASSISTED LIVING COMM.
768 CAMP NORTH RD
SALEM VA 24153

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH PROFESSIONS

David E. Brown, D.C., Director

Lisa R. Hahn
Executive Director
(804) 367-4595

BOARD OF LONG-TERM CARE
ADMINISTRATORS

2928 Mayland Drive, Suite 300
Richmond, VA 23223-1463
www.dhp.virginia.gov/ltca

Assisted Living Facility Administrator

PATIENCE O. ODUPELU

Expires
03/31/2016

Issued
10/20/2011

Status
Current Active

Number
1706000666

For Information About This License, visit our website: www.dhp.virginia.gov
To File a Complaint About a Licensee, Call: 1-800-533-1568

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH PROFESSIONS

David E. Brown, D.C., Director

Jay P. Douglas, MSM, RN, CSAC, FRE
Executive Director
(804) 367-4515

BOARD OF NURSING

9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463
www.dhp.virginia.gov/nursing

License to Practice as a Registered Nurse- Multi-State Privilege

Patience Odupelu

Expires
08/31/2017

Status
Current Active

Number
0001231622

For Information About This License, visit our website: www.dhp.virginia.gov
To File a Complaint About a Licensee, Call: 1-800-533-1560



VIRGINIA ASSOCIATION OF REALTORS®
Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated August 14, 2015, between Total Action Against Poverty, In Roanoke Valley ("Seller") and Evergreen Assisted Living LLC ("Purchaser"). The parties acknowledge that Waldvogel Commercial Properties, Inc. ("Listing Broker") represents Seller and that Waldvogel Commercial Properties, Inc. ("Selling Broker") represents [select one]: ☒ Seller ☐ Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. **Sale of Property.** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Roanoke, Virginia, with a tax parcel no. of 2311102 and a street address of 23 24th Street NW. Seller discloses that [select one]: ☒ there are no tenants or other parties in possession of the Property OR ☐ there are tenants or persons who are in possession of the Property as set forth on **SCHEDULE A** attached hereto.

2. **Purchase Price.** The purchase price for the Property is Three Hundred Fifty Thousand Dollars (\$ 350,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit.** Purchaser shall make a deposit of \$ 5,000.00 by Waldvogel Commercial Properties (the "Escrow Agent") in the form of: ☒ check ☐ cash ☐ other (the "Deposit"). Purchaser [select one]: ☒ has paid the Deposit to the Escrow Agent OR ☐ will pay the Deposit to the Escrow Agent within _____ days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. **Balance.** The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. **Settlement.**

A. **Settlement of Property.** Settlement of the purchase and sale of the Property shall be made at Office of Purchaser's Settlement Agent or Attorney on October 30, 2015 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of Sixty-Five (65) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to [select one]: ☒ a municipal water and sewer system and has utility meters installed within the Property OR ☐ a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the Indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the Indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of ☒ 6.000 % of the Purchase Price. Selling Broker shall be paid by Seller a fee of ☐ n/a % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller:

P.O. Box 2868
Roanoke VA 24001

For Purchaser:

1437 Peters Creek Road
Roanoke VA 24017

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages. If the deposit is retained as liquidated damages, Seller agrees to

pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

15. Additional Provisions: Contract is contingent upon Purchaser obtaining necessary zoning approvals from the City of Roanoke. Seller agrees to cooperate if such approval necessitates the extension of Due Diligence and/or Settlement, provided Purchaser applies for such zoning approvals no later than the August 31, 2015 application deadline and diligently adheres to the schedule and requirements established by the City of Roanoke.

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on _____, or this Purchase Agreement shall be deemed withdrawn.

REMAINDER OF PAGE
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Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

Pat Deft
Purchaser
Printed Name: Evergreen Assisted Living LLC
Title (if applicable): OWNER / ADMINISTRATOR
Date: 8/14/15

Christie Lewis
Seller
Printed Name: Total Action Against Poverty
Title (if applicable): PRESIDENT E.O.P.O.
Date: 8/18/15

Purchaser
Printed Name: _____
Title (if applicable): _____
Date: _____

Seller
Printed Name: In Roanoke Valley
Title (if applicable): _____
Date: _____

Selling Company's Name and Address

Waldvogel Commercial Properties, Inc.

Listing Company's Name and Address

Waldvogel Commercial Properties, Inc.

Agent's Name M. Waldvogel/K. Vannoy
Agent's tel. no. _____
Fax no. _____
Agent's email _____

Agent's Name M. Waldvogel/K. Vannoy
Agent's tel. no. _____
Fax no. _____
Agent's email _____

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SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

None.

SCHEDULE B

CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)

None.



**VIRGINIA ASSOCIATION OF REALTORS®
ADDENDUM TO CONTRACT OF PURCHASE
ADDENDUM # 1 of 1
WALDVOGEL COMMERCIAL PROPERTIES**



This ADDENDUM, TO CONTRACT OF PURCHASE, which is attached to and made a part of contract of purchase (the "Contract") dated August 14, 2015 between Total Action Against Poverty, In Roanoke Valley (the "Seller") and Evergreen Assisted Living LLC (the "Purchaser") for the sale of that certain real property and all improvements thereon located in the County or City of Roanoke Virginia, and described in the Contract as 23 24th Street NW provides as follows:

Seller and Purchaser agree that the Feasibility Period shall be extended to December 10, 2015 and that Settlement shall be extended to December 22, 2015.

WITNESS the following duly authorized signatures and seals:

9/8/15 / [Signature] (SEAL)
Date Seller
Total Action Against Poverty
Date / (SEAL)
In Roanoke Valley

9/8/15 / [Signature] (SEAL)
Date Purchaser
Evergreen Assisted Living LLC
Date / (SEAL)

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VAR FORM 600C REV. 07/02

WALDVOGEL COMMERCIAL PROPERTIES, 400 Professional Arts Bldg Roanoke, VA 24011
Phone: (540)342-0881 Fax: (540)342-8090 Krista Vannoy

Produced with zipForm® by zipLogix 15070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

23 24th Street NW



STEPHANIE M. MOON REYNOLDS, MMC
City Clerk

**CITY OF ROANOKE
OFFICE OF THE CITY CLERK**

215 Church Avenue, S. W., Suite 456

Roanoke, Virginia 24011-1536

Telephone: (540) 853-2541

Fax: (540) 853-1145

E-mail: clerk@roanokeva.gov

CECELIA T. WEBB, CMC
Acting Deputy City Clerk

November 17, 2015

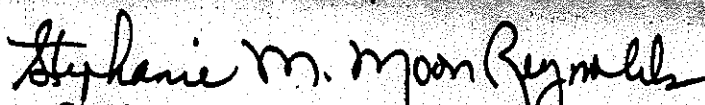
Patience Odupelu, Agent
Evergreen Assisted Living Community, LLC
1437 Peters Creek Road, N. W.
Roanoke, Virginia 24017

Dear Ms. Odupelu:

I am enclosing copy of Ordinance No. 40396-111615 deleting proffered conditions presently binding upon property located at 23 24th Street N. W., zoned RMF, Residential Multifamily District, with conditions, and proffering a new condition, as set forth in the Zoning Amendment Amended Application No. 1 dated October 22, 2015, so that the subject property is zoned RMF, Residential Multifamily District with a proffer.

The aboverferenced measure was adopted by the Council of the City of Roanoke at a regular meeting held on Monday, November 16, 2015; and is in full force and effect upon its passage.

Sincerely,


Stephanie M. Moon Reynolds, MMC
City Clerk

Enclosure

55C
11/12/15
12:20

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA
The 16th day of November, 2015.

No. 40396-111615.

AN ORDINANCE deleting proffered conditions presently binding upon property located at 23 24th Street, N.W., zoned RMF, Residential Multifamily District, with conditions, and proffering a new condition; and dispensing with the second reading of this ordinance by title.

WHEREAS, Evergreen Assisted Living Community, LLC, has made application to the Council of the City of Roanoke, Virginia ("City Council"), to delete certain conditions presently binding upon certain property located at 23 24th Street, N.W., being designated as Official Tax Map No. 2311102, which property is zoned RMF, Residential Multifamily District, with conditions, such conditions being accepted by the adoption of Ordinance No. 28817-101987, on October 19, 1987, and proffering a new condition;

WHEREAS, the City Planning Commission, after giving proper notice to all concerned as required by §36.2-540, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on November 16, 2015, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed amendment; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to this Council by the Planning Commission, the City's

Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice, require the rezoning as requested, and is of the opinion that conditions now binding upon property at 23 24th Street, N.W., being designated as Official Tax Map No. 2311102, should be deleted as requested, and that such property be zoned RMF, Residential Multifamily District, with a proffer as set forth in the Zoning Amendment Amended Application No. 1 dated October 22, 2015.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect the rezoning as requested in the Zoning Amendment Amended Application No. 1 dated October 22, 2015, so that the subject property is zoned RMF, Residential Multifamily District, with a proffer.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

Stephanie M. Moun Reynolds
City Clerk

Patience Odupele, Agent
November 17, 2015
Page 2

pc: Lourice Thomas, II, 4053 Clairmont Street, S. W., Roanoke, Virginia 24018
Reid Henlon, 2240 Shenandoah Avenue, N. W., Roanoke, Virginia 24017
State Highway Corporation, 106 24th Street, N. W., Roanoke, Virginia 24017
Norfolk and Western Railway Company, 1200 Peachtree Street, N. E., Suite
7-142, Atlanta, Georgia 30309
Norfolk and Western Railway Company, Attention: Bill, 110 Franklin Road, S. E.,
Roanoke, Virginia 24042
Kinsey, Kinsey and Brown, LLC, 2401 Johnson Avenue, N. W., Roanoke,
Virginia 24017
Philip C. Schirmer, City Engineer
Susan S. Lower, Director, Real Estate Valuation
Steven J. Talevi, Assistant City Attorney
Tina Carr, Secretary, City Planning Commission
Katharine Gray, Land Use and Urban Design Planner
Ian Shaw, Agent, City Planning Commission
Kennie Harris, GIS Analyst II